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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
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12 ORANGE COUNTY COASTKEEPER, a  
13 California nonprofit public benefit  
14 corporation,

15  
16 Plaintiff,

17 vs.

18  
19 THORNTON STEEL & IRON WORKS,  
20 INC., a California corporation,

21  
22 Defendant.  
23  
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25  
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28

Civil Case No. 8:24-cv-02027

**CONSENT DECREE**

**(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 *et seq.*)**

**CONSENT DECREE**

The following consent decree (“Consent Decree”) is entered into by and between Orange County Coastkeeper (“Coastkeeper”) and Thornton Steel & Iron Works, Inc. (“Thornton Steel” or “Defendant”). The entities entering into this Consent Decree are each an individual “Settling Party” and collectively are the “Settling Parties.”

**WHEREAS**, Orange County Coastkeeper is a nonprofit public benefit corporation;

**WHEREAS**, Coastkeeper is dedicated to the protection of swimmable, drinkable, fishable water, and the promotion of watershed resilience throughout Orange County, including the Anaheim Bay/Huntington Harbour watershed;

**WHEREAS**, Thornton Steel is the current operator of the facility located at 1323 S State College Pkwy, Anaheim, CA 92806 (the “Facility”);

**WHEREAS**, Coastkeeper alleges that Defendant’s operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

**WHEREAS**, discharges from the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board] Water Quality Order No. 97-03-DWQ, as amended by Order No. 2014-0057-DWQ, as amended by Order No. 2015-0122-DWQ, as subsequently amended by Order No. 2018-0028-DWQ (effective July 1, 2020) (collectively, as amended, and as may be subsequently amended from time to time, the “General Permit” or the “Permit”), issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* (the “Clean Water Act” or the “CWA”);

**WHEREAS**, the General Permit requires all permittees, including Defendant, to comply with, *inter alia*, the following mandates: (1) develop and implement a storm water pollution prevention plan (“SWPPP”), (2) control pollutant discharges using, as applicable, best available technology economically achievable (“BAT”) or best

1 conventional pollutant control technology (“BCT”) to prevent or reduce pollutants  
2 through the development and application of Best Management Practices (“BMPs”),  
3 which must be included and updated in the SWPPP, (3) when necessary, implement  
4 additional BMPs or other control measures as necessary to comply with any and all  
5 applicable receiving water limitations, including the Santa Ana Basin Plan, and/or other  
6 requirements set forth in the Permit, including compliance with the Criteria for Priority  
7 Toxic Pollutants in the State of California (“CTR”), 40 C.F.R. § 131.38, and (4)  
8 implement a monitoring and reporting program designed to assess compliance with the  
9 Permit;

10 **WHEREAS**, on July 16, 2024, Coastkeeper issued a notice letter (the “Notice  
11 Letter”) to Thornton Steel, their registered agents, the Administrator of the United States  
12 Environmental Protection Agency (“EPA”), the Executive Director of the State Water  
13 Resource Control Board (the “State Water Board”), the Executive Officer of the Santa  
14 Ana Regional Water Quality Control Board (the “Regional Water Board”), the Regional  
15 Administrator of EPA Regional IX, and the U.S. Attorney General alleging violations of  
16 the General Permit and Clean Water Act at the Facility;

17 **WHEREAS**, on September 19, 2024, Coastkeeper filed a Complaint against  
18 Defendant (the “Complaint”) in the United States District Court for the Central District of  
19 California (Civil Case No. 8:24-cv-02027) (hereinafter, the “Action”);

20 **WHEREAS**, Coastkeeper alleges that Defendants are violating the substantive and  
21 procedural requirements of the General Permit and Clean Water Act;

22 **WHEREAS**, Defendant denies each of Coastkeeper’s claims in the Notice Letter  
23 and the Complaint;

24 **WHEREAS**, the Settling Parties agree it is in their mutual interest to enter into a  
25 Consent Decree in this Action setting forth terms and conditions appropriate to resolving  
26 the allegations set forth in the Notice Letter and the Complaint without further  
27 proceedings;

1       **WHEREAS**, Defendant agrees to comply with the current version of the General  
2 Permit;

3       **WHEREAS**, capitalized terms used but not defined herein shall have the meanings  
4 ascribed to them in the General Permit; and

5       **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree shall  
6 be made in compliance with all applicable Federal and State laws and local rules and  
7 regulations.

8       **NOW THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
9 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**  
10 **FOLLOWS:**

11       1. The Court has jurisdiction over the subject matter of this action pursuant to  
12 Section 505(a)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(a)(1)(A).

13       2. Venue is appropriate in the U.S. District Court for the Central District of  
14 California pursuant to Section 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1),  
15 because the Facility is located within this District.

16       3. The Complaint states claims upon which relief may be granted pursuant to  
17 Section 505(a)(1) of the Clean Water Act, 33 U.S.C. § 1365(a)(1).

18       4. Coastkeeper has standing to bring the Clean Water Act claims raised in the  
19 Notice Letter and Complaint.

20       5. The Court shall retain jurisdiction over this matter for purposes of enforcing  
21 the terms of this Consent Decree for the Term of the Consent Decree, or as long  
22 thereafter as is necessary for the Court to resolve any motion to enforce this Consent  
23 Decree.

24 **I. OBJECTIVES**

25       6. It is the express purpose of the Settling Parties entering into this Consent  
26 Decree to further the objectives set forth in the Clean Water Act, 33 U.S.C. §§ 1251 et  
27 seq., and to resolve those issues alleged by Plaintiff in its Complaint. Considering these

objectives and as set forth fully below, Defendant agrees to comply with all applicable provisions of this Consent Decree, the IGP, and all applicable provisions of the Clean Water Act. Specifically, Defendant agrees to comply with Discharge Prohibitions, Effluent Limitations, and Receiving Water Limitations set forth in the IGP in the industrial and production areas.

## **II. AGENCY REVIEW AND TERM OF CONSENT DECREE**

7. Coastkeeper shall submit this Consent Decree to the United States Department of Justice and EPA (collectively, the “Federal Agencies”) within three (3) business days of the final signature of the Settling Parties for agency review consistent with 40 C.F.R. § 135.5. The Federal Agencies’ review period expires forty-five (45) days after receipt of this Consent Decree by the Federal Agencies, as evidenced by certified mail return receipts or other tracking information, copies of which shall be provided to Thornton Steel upon request. If the Federal Agencies comment negatively on or object to entry of this Consent Decree, the Settling Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Federal Agencies within a reasonable amount of time, not to exceed thirty (30) days.

8. Following expiration of the Federal Agencies’ 45-day review period, Coastkeeper shall submit the Consent Decree to the Court for entry.

## **III. DEFINITIONS**

9. Unless otherwise expressly defined herein, terms used in this Consent Decree which are defined in the CWA or in regulations or rules promulgated under the CWA have the meaning assigned to them in the statutes or regulations or rules. Whenever terms listed below are used in this Consent Decree, the following definitions apply:

- a. “BMPs” means Best Management Practices.
- b. “Consent Decree” means this Consent Decree and any attachments or documents incorporated by reference.

- 1 c. “Day” means a calendar day. In computing any period of time under  
2 this Consent Decree, where the last day of such period is a Saturday,  
3 Sunday, or Federal or State Holiday, the period runs until the close of  
4 business on the next day that is not a Saturday, Sunday, or Federal or  
5 State Holiday.
- 6 d. “Discharge Point” means each outfall and discharge location  
7 designated in the then-current SWPPP for the Facility.
- 8 e. “MIP” means Monitoring Implementation Plan.
- 9 f. “Qualifying Storm Event” or “QSE” shall have the definition set forth  
10 in the General Permit.
- 11 g. “Reporting Year” means the period from July 1 of a given calendar  
12 year to June 30 of the following calendar year.
- 13 h. “SMARTS” means the California State Water Resources Control  
14 Board’s Stormwater Multiple Application and Report Tracking  
15 System.
- 16 i. “SWPPP” means a Storm Water Pollution Prevention Plan.
- 17 j. “Term” means the period between the Effective Date and the  
18 “Termination Date.”
- 19 k. “Effective Date” means the date of entry of this Consent Decree by  
20 the Court. If, by the end of the forty-five (45) day review period  
21 referenced in paragraph 6, *supra*, the Federal Agencies offer no  
22 objection, the Settling Parties agree to request immediate entry of this  
23 Consent Decree by the Court and if, after fourteen days, the Court has  
24 not entered the Consent Decree, the Settling Parties agree that any  
25 party to this agreement may request a hearing before the Court to seek  
26 entry of the Consent Decree.

27 10. “Termination Date” shall be defined as:

- a. Three (3) years after the completion of installation of the BMPs defined in Paragraph 12 below, unless there is an ongoing, unresolved formal dispute regarding Defendant's compliance with this Consent Decree.
- b. If there is an ongoing, unresolved formal dispute regarding Defendant's compliance with this Consent Decree, the Consent Decree will terminate within fifteen (15) days' notice by Coastkeeper that the dispute has been fully resolved (the occurrence of any of the above hereinafter being the "Termination Date," as applicable).
- c. If the Dispute Resolution procedure in Section VI is initiated prior to the later of dates in Paragraph 10.a and 10.b. above, seven (7) days following the earlier of: (1) notice by the Settling Party that invoked Dispute Resolution procedure that the dispute has been fully resolved, or (2) an order of the Court resolving the dispute.
- d. Notwithstanding sections 10.a, 10.b, and 10.c, if the Regional Board approves a Notice of Termination submitted for the Facility pursuant to Section 2.C of the General Permit, the Termination Date shall be the later of: (1) the date of the Regional Board's Approval of the Notice of Termination for the Facility, or (2) seven (7) calendar days from Thornton Steel's completion of all payments required by this Settlement Agreement.

#### **IV. COMMITMENTS OF THE SETTLING PARTIES**

##### **A. Storm Water Pollution Control Best Management Practices**

11. In addition to maintaining the current BMPs at the Facility, Thornton Steel shall develop and implement the BMPs identified herein, as well as any other BMPs necessary to comply with the provisions of this Consent Decree and the General Permit. Specifically, Defendants shall develop and implement BMPs to prevent and/or to reduce

1 contamination in industrial storm water discharged from the Facility consistent with BAT  
2 and BCT and/or when necessary to support attainment of water quality standards  
3 (“WQS”).

4 12. Within thirty (30) days of the Effective Date of this Consent Decree,  
5 Thornton Steel shall develop and fully implement the following BMPs at the Facility:

6 12.1. Implement pre-rain protocol to include pre-rain sweeping and tarping  
7 of raw materials and covering of waste bins.

8 12.2. Install Filtrexx Industrial Blend filter socks around the perimeter of  
9 outdoor storage areas.

10 12.3. Replace forklift brake pads with copper-free alternatives.

11 12.4. Maintain existing storm-resistant shelters for storage of outdoor  
12 materials.

13 12.5. Continue to reduce storage of outdoor products to the maximum  
14 extent practicable.

15 12.6. Obtain a small walk-behind vacuum industrial sweeper and sweep all  
16 accessible areas of the plant each workday.

17 12.7. Manually sweep all areas inaccessible by the mechanical sweeper at  
18 least weekly and on the last workday before rain is forecasted.

19 13. Confirmation of Completion. Thornton Steel shall provide Coastkeeper with  
20 written documentation, including photographs, demonstrating that the required BMPs  
21 have been implemented in compliance with Paragraph 12 above within thirty (30) days of  
22 completion in each case.

23 **B. Storm Water Sampling**

24 14. Sampling. The following storm water monitoring procedures shall be  
25 implemented at the Facility:

26 14.1. Frequency. During the Term of this Consent Decree and thereafter in  
27 compliance with the General Permit, Defendants shall collect samples



1 from at least four (4) Qualifying Storm Events (“QSEs”), as defined in  
2 the General Permit per Reporting Year from the analytical monitoring  
3 locations described in the Facility SWPPP provided that at least four  
4 (4) QSEs occur during the applicable Reporting Year during business  
5 hours as defined in the Facility’s SWPPP. Thornton Steel shall sample  
6 at least two (2) QSEs during each half of the Reporting Year. For the  
7 2025-2026 Reporting Year, if there are not at least two (2) QSEs  
8 during the first half of the Reporting Year, the Facility shall make  
9 every effort to collect samples from four (4) QSEs during the second  
10 half of the Reporting Year.

11 14.2. Documentation. To document the storm water discharge and  
12 discharge location, an employee shall take photographs of the storm  
13 water discharge and discharge location when samples are collected  
14 (the “Sampling Photographs”). Thornton Steel shall maintain a  
15 recording rain gauge capable of recording rainfall to 0.1 inches.  
16 Thornton Steel shall maintain the recording rain gauge in accordance  
17 with the manufacturers’ recommendations, maintain records of all  
18 maintenance and rain data, and provide such rain gauge data to  
19 Coastkeeper with Thornton Steel’s Monitoring Report, as described  
20 below.

21 14.3. Parameters. All samples collected pursuant to this section shall be  
22 analyzed for the parameters listed in Table 1 herein.

23 14.4. Lab. Except for pH samples, a laboratory accredited by the State of  
24 California shall analyze all samples collected pursuant to this Consent  
25 Decree. Unless otherwise required by the General Permit, analysis of  
26 pH shall be completed onsite using a calibrated instrument for pH in  
27 accordance with the manufacturer’s instructions.

1 14.5. Detection Limits. Thornton Steel shall require that the laboratory use  
2 analytical methods adequate to detect the individual parameters at or  
3 below the values specified in Table 1 or the General Permit,  
4 whichever is lower.

5 14.6. Holding Time. All samples collected from the Facility shall be  
6 delivered to the laboratory and analyzed within the holding times  
7 required in 40 C.F.R. Part 136.

8 14.7. Results. Thornton Steel shall request that sample-analysis results and  
9 associated chain of custody forms be reported to them within the  
10 standard return time.

11 14.8. Reporting. No later than thirty (30) days from receipt of the complete  
12 laboratory report, Thornton Steel shall (i) submit sampling results to  
13 the State Board's Stormwater Multiple Application and Report  
14 Tracking System website ("SMARTS") and (ii) notify Coastkeeper of  
15 the upload to SMARTS. Thornton Steel shall also submit the  
16 Sampling Photographs to Coastkeeper within 30 days of receipt of  
17 laboratory results.

18 **C. Action Plans and Stipulated Penalties**

19 15. Action Plan Trigger. Thornton Steel shall develop and implement BMPs  
20 such that contaminants in storm water discharges from the Facility maintain  
21 concentrations that are equal to or less than the values set forth in Table 1 below (the  
22 "Table 1 Values"). Failure to achieve Table 1 Values shall not be deemed a violation of  
23 the Permit or this Consent Decree so long as Thornton Steel continues to make timely  
24 and diligent efforts as required by the Permit and herein to further reduce the level of  
25 pollutants in the discharges. During the Term of this Consent Decree, and only using  
26 stormwater sampling results for samples collected following implementation of the BMPs  
27 outlined in Paragraph 12, any three (3) exceedances of the Table 1 Numeric Values

below in the same reporting year for the same pollutant, or an annual average exceedance of a Table 1 Numeric Value in a reporting year, shall trigger the Action Plan Requirements set forth in Paragraph 16 below.

**Table 1. Numeric Values for Storm Water Discharges**

Parameter	Limit	Source of Limit
pH	<6.5 or >8.5	Basin Plan
Total Suspended Solids	100 mg/L	Annual NAL (Table 2 of IGP)
Oil and Grease	15 mg/L	Annual NAL (Table 2 of IGP)
N+N	0.68 mg/L	Annual NAL (Table 2 of IGP)
Total Recoverable Aluminum	0.75 mg/L	Annual NAL (Table 2 of IGP)
Total Recoverable Iron	1.0 mg/L	Annual NAL (Table 2 of IGP)
Total Recoverable Zinc	0.26 mg/L	Annual NAL (Table 2 of IGP)

16. In the event the requirement to prepare an Action Plan is triggered at the Facility pursuant to Paragraph 15 above, Thornton Steel shall prepare and submit to Coastkeeper a plan for reducing and/or eliminating the discharge of the parameter in question during the next reporting year at the Facility (an “Action Plan”). In any year that an Action Plan is required, such Action Plan shall be submitted by July 15 immediately following the reporting year the Action Plan was triggered.

1 16.1. Each Action Plan submitted shall include, at a minimum: (1) the  
2 identification of the contaminant(s) discharged in excess of the Table  
3 1 Value(s); (2) an assessment of the potential source of each  
4 contaminant exceedance; (3) the identification of additional BMPs to  
5 reduce each such contaminant, which must include advanced  
6 treatment and other appropriate measures, that shall be implemented  
7 to achieve compliance with the Table 1 Value(s), or the results of a  
8 pollutant source demonstration allowed by the Level 2 Exceedance  
9 Response Action requirements of IGP section XII.D.2; and (4) time  
10 schedule(s) for implementation of the proposed BMPs. The time  
11 schedule(s) for implementation shall ensure all BMPs are  
12 implemented as soon as possible, but in no event later than October 1  
13 immediately following the submission of the Action Plan, unless a  
14 later implementation date is mutually agreed upon by the Parties. If  
15 Thornton Steel seeks to propose a time schedule beyond October 1, it  
16 shall seek Coastkeeper's approval of the time schedule no later than  
17 July 1 of the following year.

18 16.2. Coastkeeper shall have thirty (30) days upon receipt of Thornton  
19 Steel's Action Plan to provide Thornton Steel with comments. Within  
20 thirty (30) days of receiving Coastkeeper's comments on the Action  
21 Plan, Thornton Steel shall accept and incorporate Coastkeeper's  
22 comments into the Action Plan, or, alternatively, justify in writing  
23 why any comment is not being incorporated. Any disputes regarding  
24 the adequacy of a particular BMP shall not impact the schedule for  
25 implementing any other BMP set forth in the Action Plan. Any  
26 disputes as to the adequacy of the Action Plan and/or Thornton Steel's  
27 failure to incorporate Coastkeeper's comments shall be resolved

1 pursuant to the dispute resolution provisions of this Consent Decree,  
2 set out in Section 6 below.

3 16.3. When an Action Plan is completed, Thornton Steel shall revise the  
4 Facility SWPPP within thirty (30) days of completion of the Action  
5 Plan to reflect the changes required by the Action Plan. Thornton  
6 Steel shall notify Coastkeeper in writing when the Action Plan has  
7 been implemented and shall submit the revised SWPPP to  
8 Coastkeeper for review and comment as set out in Paragraphs 21  
9 below.

10 16.4. If Thornton Steel is required to submit an Action Plan to Coastkeeper  
11 in accordance with Paragraph 15 & 16 above, Thornton Steel shall  
12 make a payment of Five Thousand Dollars (\$5,000) per Action Plan  
13 concurrently with each Action Plan submittal. Such payment shall be  
14 delivered via certified mail or overnight delivery to: Orange County  
15 Coastkeeper, Attn: Sarah Spinuzzi, 3151 Airway Avenue, Suite F-  
16 110, Costa Mesa, CA 92626, unless made via wire transfer.

17 **D. Visual Observations**

18 17. Storm Water Discharge Observations. During the Term of this Consent  
19 Decree, Thornton Steel shall conduct visual observations during each QSE that is  
20 sampled.

21 18. Non-Storm Water Discharge Observations. During the Term of this Consent  
22 Decree, Thornton Steel shall conduct monthly non-storm water visual observations  
23 pursuant to the Storm Water Permit as part of the Facility's monthly dry weather  
24 inspections.

25 19. Visual Observation Records. Thornton Steel shall maintain observation  
26 records to document compliance with Paragraphs 17 and 18 above and shall provide  
27 Coastkeeper with copies of such records within fourteen (14) days of receipt of

1 Coastkeeper's written request.

2 **E. Employee Training**

3 20. Within thirty (30) days of the Effective Date, Thornton Steel shall develop  
4 and implement an employee training program that meets the following requirements and  
5 ensures: (1) there are a sufficient number of employees at the Facility designated to  
6 achieve compliance with the Storm Water Permit and this Consent Decree (hereinafter  
7 referenced as "Designated Employees" or "DE"); (2) such Designated Employees are  
8 properly trained to perform the required activities to maintain compliance with the Storm  
9 Water Permit, the Facility's SWPPP, and this Consent Decree; and (3) all full-time  
10 regular (non-temporary) non-clerical Thornton Steel employees at the Facility  
11 (hereinafter referenced as "ALL Employees") receive basic information regarding storm  
12 water housekeeping and best practices (the "Training Program"). At a minimum, the  
13 Training Program shall include the following:

14 20.1. Non-Storm Water Discharges. Designated Employees shall be trained  
15 on the Storm Water Permit's prohibition of non-storm water  
16 discharges so that Designated Employees know what non-storm water  
17 discharges are, that non-storm water discharges can result from  
18 improper surface washing or the release of any substance from the  
19 property, and how to detect and prevent non-storm water discharges.

20 20.2. The SWPPP and BMPs. Thornton Steel shall train all Designated  
21 Employees on the SWPPP and, specifically, BMP implementation  
22 and/or maintenance, as applicable, to ensure BMPs are implemented  
23 effectively to prevent the exposure of pollutants to storm water and  
24 prevent the discharge of contaminated storm water from the Facility.  
25 Designated Employees shall be trained on proper operational  
26 procedures and control measures. All training of Designated  
27 Employees must include the requirements of the Storm Water Permit

1 and this Consent Decree including the additional BMPs outlined in  
2 Paragraph 12 above.

3 20.3. Storm Water Sampling. Thornton Steel shall designate an adequate  
4 number of Designated Employees necessary to collect storm water  
5 samples as required by this Consent Decree and the Storm Water  
6 Permit. The Training Program shall include training of Designated  
7 Employees sufficient to ensure: (i) proper sampling protocols,  
8 including chain of custody requirements, are followed at all times and,  
9 (ii) storm water samples are properly collected, stored, and submitted  
10 to a certified laboratory.

11 20.4. Training Implementation. Training of at least two (2) Designated  
12 Employees (hereinafter referenced as “Designated Trainers” or “DT”)  
13 shall be provided by a Qualified Industrial Storm Water Practitioner (a  
14 “QISP,” as defined in Section IX.A of the Permit) familiar with the  
15 requirements of this Consent Decree and the Storm Water Permit. The  
16 Designated Trainers and/or the QISP shall provide the training set  
17 forth in this Paragraph 20.

18 20.5. Language. The Training Program shall be conducted, and all training  
19 materials shall be made available, in the language in which the  
20 employee(s) participating in the Training Program are fluent. If  
21 necessary to accomplish the foregoing or where translation would  
22 otherwise contribute to: (i) staff comprehension of the Training  
23 Program and/or, (ii) compliance with this Consent Decree and the  
24 Storm Water Permit, Thornton Steel shall provide translation services  
25 at all training sessions and of all training materials.

26 20.6. Training Program Frequency – DE Employees. The Training Program  
27 shall be repeated annually or more frequently as necessary to ensure

1 all Designated Employees are familiar with the requirements of this  
2 Consent Decree and the Storm Water Permit. Designated Employees  
3 should, in any event, receive training prior to assuming  
4 responsibilities under the Storm Water Permit or this Consent Decree.

5 20.7. Training Program Frequency – ALL Employees. ALL Employees  
6 who have not received training shall receive initial training to ensure  
7 they receive enough information regarding storm water housekeeping  
8 and best practices to comply with this Consent Decree and the Storm  
9 Water Permit. ALL Employees who are new shall receive this training  
10 within one year of hiring or sooner if necessary.

11 20.8. Training Records. Thornton Steel shall maintain training records to  
12 document compliance with this section and shall provide Coastkeeper  
13 with a copy of such records within fourteen (14) days of receipt of  
14 Coastkeeper's written request.

15 **F. Storm Water Pollution Prevention Plan**

16 21. SWPPP. Within thirty (30) days of the Effective Date, Thornton Steel shall  
17 amend the Facility's SWPPP to incorporate the requirements of the Storm Water Permit  
18 and this Consent Decree, which include but are not limited to the following:

19 21.1. Update the individual(s) responsible for compliance with the Storm  
20 Water Permit and this Consent Decree, including the name of the  
21 person heading the program and positions responsible for specific  
22 areas of compliance (e.g., collecting storm water samples) and the  
23 procedures to identify alternate team members to implement the  
24 SWPPP and to conduct required monitoring when the regularly  
25 assigned team members are temporarily unavailable;

26 21.2. Revise the Facility Site Map to identify all drain inlets and include  
27 information on infiltration basin sizing;



21.3. Update Facility BMPs as set forth in this Consent Decree within the time periods indicated above in Paragraph 21;

22. Revising the SWPPP. Thornton Steel shall revise the Facility's SWPPP if there are any significant changes in the Facility's operations, including but not limited to changes to storm water discharge point(s) or significant changes/additions to the BMPs at the Facility, within thirty (30) days of the occurrence of any of the above-listed events.

23. Commenting on Revised SWPPPs. Thornton Steel shall submit each revised SWPPP to Coastkeeper for review and comment within thirty (30) days of its completion. Coastkeeper shall provide comments, if any, to Thornton Steel within thirty (30) days of receipt of the SWPPP. Within thirty (30) days of receiving Coastkeeper's comments on the SWPPP, Thornton Steel shall accept and incorporate Coastkeeper's comments into the SWPPP or, alternatively, justify in writing why any comment is not being incorporated. Any disputes as to the adequacy of a SWPPP and/or Thornton Steel's failure to incorporate Coastkeeper's comments shall be resolved pursuant to the dispute resolution provisions of this Consent Decree, set out in Section VI below.

**G. Compliance Monitoring and Reporting**

24. Site Inspections. Coastkeeper and its representatives may conduct one (1) wet weather site inspection and one (1) dry weather site inspection per year at the Facility during the Term of this Consent Decree. In addition, Coastkeeper and its representatives may conduct one (1) inspection upon the completion of the BMPs described in Paragraph 12. In the event of a dispute between the Settling Parties regarding Thornton Steel's compliance with this Consent Decree, and provided a site inspection would be relevant to resolving such dispute, Coastkeeper shall be entitled to an additional site inspection. Coastkeeper shall not unreasonably request, and Thornton Steel shall not unreasonably deny, the additional site inspection.

24.1. The site inspections shall occur Monday through Friday, excluding Federal holidays, during normal business hours. Coastkeeper shall

1 provide Thornton Steel with no less than forty-eight (48) hours' notice  
2 before any site inspection. Notice will be provided via electronic mail  
3 to the notice recipient(s) designated in Paragraph 41 below. For any  
4 site inspection requested to occur in wet weather, Coastkeeper shall be  
5 entitled to adjust timing during normal business hours or reschedule  
6 the inspection for an alternative date during normal business hours if  
7 the forecast changes and anticipated precipitation appears unlikely,  
8 and thus frustrates the purpose of visiting the Facility in wet weather.  
9 As used throughout this Paragraph 24.1, "normal business hours"  
10 shall mean and refer to the Facility operating hours as identified in the  
11 Facility's SWPPP. The Parties agree to meet in good faith to  
12 accommodate the needs and schedules of both Parties and their  
13 representatives to facilitate any dry weather inspection.

14 24.2. During the site inspections, Coastkeeper shall be allowed access to the  
15 Facility's SWPPP, storm water visual observation records, storm  
16 water employee training records, and other storm water monitoring  
17 records, reports, Sampling Photographs (as defined above), and storm  
18 water sampling data for the Facility.

19 24.3. During the site inspections, Coastkeeper may inspect and collect  
20 samples of storm water discharges from the Facility and take photos  
21 and/or videos related to Storm Water Permit and/or Consent Decree  
22 compliance. A certified California laboratory shall analyze samples  
23 collected by Coastkeeper and copies of the lab reports and  
24 photographs shall be provided to Thornton Steel upon request.

25 25. Reporting and Document Provision. During the Term of this Consent  
26 Decree, Thornton Steel shall provide Coastkeeper with a copy of all documents,  
27 monitoring and/or sampling data, written communications, and/or correspondence related

1 to Permit compliance at the Facility that are submitted to the Regional Water Board, State  
2 Water Board, and/or any Federal, State, or local agency, county, or municipality. Such  
3 reports and documents shall be provided to Coastkeeper concurrently as they are sent to  
4 the agencies, counties, and/or municipalities. Any documents, written communications,  
5 and/or correspondence related to Thornton Steel's compliance with the Storm Water  
6 Permit received by Thornton Steel from any Federal, State, or local agency, county or  
7 municipality shall be provided to Coastkeeper within fourteen (14) days of receipt by  
8 Thornton Steel.

9 **V. ENVIRONMENTAL MITIGATION PROJECT, LITIGATION FEES AND**  
10 **COSTS, AND STIPULATED PENALTIES AND INTEREST**

11 26. Compliance Monitoring and Oversight. Thornton Steel agrees to partially  
12 defray costs associated with Coastkeeper's monitoring of Thornton Steel's compliance  
13 with this Consent Decree in the amount of Thirty Thousand Dollars (\$30,000) for an  
14 anticipated term of three (3) years from the Effective Date. Such payment shall be made  
15 within thirty (30) days of the Effective Date. Payment shall be delivered via certified mail  
16 or overnight delivery to: Orange County Coastkeeper, Attn: Sarah Spinuzzi, 3151 Airway  
17 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

18 27. Environmentally Beneficial Project. To remediate the environmental harms  
19 alleged to have resulted from the allegations in the Notice Letter and Complaint,  
20 Thornton Steel agrees to make either: (a) a payment of Twenty-Five Thousand Dollars  
21 (\$25,000) to Huntington Beach Wetlands Conservancy, 21900 Pacific Coast Hwy.,  
22 Huntington Beach, CA 92646 within thirty (30) days of the Effective Date; or (b) a  
23 payment of Thirty-Five Thousand Dollars (\$35,000) within one (1) year of the Effective  
24 Date. Thornton Steel shall provide Coastkeeper with a copy of such payment and copy  
25 Coastkeeper and its attorneys on any related correspondence.

26 28. Coastkeeper's Fees and Costs. To partially reimburse Coastkeeper for its  
27 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees,

1 and other costs incurred as a result of investigating and filing the lawsuit and negotiating  
2 resolution of this matter, Thornton Steel shall pay a total of Seventy Thousand Dollars  
3 (\$70,000) within thirty (30) days of the Effective Date, delivered via certified mail or  
4 overnight delivery to: Orange County Coastkeeper, Attn: Sarah Spinuzzi, 3151 Airway  
5 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

6 29. Stipulated Payment. For any missed deadline, Coastkeeper shall promptly  
7 notify Thornton Steel in writing of the missed deadline and provide Thornton Steel no  
8 fewer than five (5) business days to cure. Thornton Steel shall make a stipulated  
9 remediation payment of Five Hundred Dollars (\$500) per day for any and each missed  
10 deadline specified in this Consent Decree not previously extended in writing by the  
11 Settling Parties or cured upon notice by Coastkeeper. Payments for a missed deadline  
12 shall be made for the restoration and/or improvement of the watershed in the area  
13 affected by Thornton Steel's discharges and shall be made to Huntington Beach Wetlands  
14 Conservancy identified above and delivered via check or wire transfer. Thornton Steel  
15 agrees to make the stipulated payment within thirty (30) days of the missed deadline.  
16 Thornton Steel shall provide Coastkeeper with a copy of each such payment at the time it  
17 is made.

18 **VI. DISPUTE RESOLUTION**

19 30. Court Enforcement Authority. This Court shall retain jurisdiction over this  
20 matter for the Term of this Consent Decree for the purposes of enforcing the terms and  
21 conditions and adjudicating all disputes among the Settling Parties that may arise under  
22 the provisions of this Consent Decree. The Court shall have the power to enforce this  
23 Consent Decree with all available legal and equitable remedies, including contempt.

24 31. Meet and Confer. The Settling Parties shall at all times work informally in  
25 good faith to address any issues that might arise concerning Thornton Steel's compliance  
26 with the Storm Water Permit and the Clean Water Act occurring or arising after the  
27 Effective Date of the Consent Decree, however; a Settling Party shall be able to invoke

1 the dispute resolution procedures of this Section VI by notifying all other Settling Parties  
2 in writing of the matter(s) in dispute and the disputing party's proposal for resolution.  
3 The Settling Parties shall then meet and confer in good faith (either telephonically or in  
4 person) within fourteen (14) calendar days from the date of the notice in an attempt to  
5 fully resolve the dispute within thirty (30) days. The Settling Parties may, but are not  
6 required to, elect to extend these time periods in an effort to resolve the dispute without  
7 court intervention.

8 32. Formal Resolution. If the Settling Parties cannot resolve a dispute through  
9 the meet and confer process discussed above, the Settling Party initiating the dispute  
10 resolution provision may invoke formal dispute resolution by filing a motion before the  
11 United States District Court for the Central District of California. The Settling Parties  
12 agree to request an expedited hearing schedule on the motion.

13 33. Fees and Costs. If intervention by the District Court is required, civil  
14 penalties and litigation costs and fees incurred in conducting the meet and confer or  
15 otherwise addressing and/or resolving any dispute, including an alleged breach of this  
16 Consent Decree, shall be awarded to the prevailing or substantially prevailing party in  
17 accordance with the standard established by Section 505 of the Clean Water Act, 33  
18 U.S.C. §§ 1365(d) and 1319(d), applicable case law interpreting such provisions, or as  
19 otherwise provided for by statute and/or case law.

20 **VII. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

21 34. Coastkeeper's Release. Upon the Effective Date of this Consent Decree,  
22 Coastkeeper, on its own behalf and on behalf of its current and former officers, directors,  
23 employees, and each of their successors and assigns, and its agents, attorneys, and other  
24 representatives, hereby releases Thornton Steel and each of their current and former  
25 officers, directors, managers, members, employees, parents, subsidiaries, divisions,  
26 affiliates, insurers, landlords, lenders, shareholders and each of their predecessors,  
27 successors and assigns, and each of their agents, attorneys, consultants, and other

1 representatives of and from, from and waives all claims which were or could have been  
2 asserted in Coastkeeper's Notice Letter and Complaint up to and including the  
3 Termination Date of this Consent Decree.

4 35. Thornton Steel's Release. Upon the Effective Date of this Consent Decree,  
5 Thornton Steel, on their own behalf and on behalf of their current and former officers,  
6 directors, employees, members, and each of their successors and assigns, and their  
7 agents, attorneys, and other representatives, hereby release Coastkeeper (and its current  
8 and former officers, directors, employees, members, parents, subsidiaries, and affiliates,  
9 and each of their successors and assigns, and its agents, attorneys, and other  
10 representatives) of and from, and waives all claims which arise from or pertain to this  
11 action, including all claims for fees (including fees of attorneys, experts, and others),  
12 costs, expenses or any other sum incurred or claimed for matters related to, or which  
13 could have been asserted in response to, Coastkeeper's Complaint up to and including the  
14 Termination Date of this Consent Decree, except for fees, costs, expenses or any other  
15 sum incurred or claimed pursuant to Paragraph 33 of this Consent Decree.

16 **VIII. MISCELLANEOUS PROVISIONS**

17 36. No Admission of Liability. The Parties enter into this Consent Decree for the  
18 purpose of avoiding prolonged and costly litigation on disputed claims. Neither this  
19 Consent Decree, the implementation of additional BMPs, nor any payment made  
20 pursuant to this Consent Decree shall constitute or be construed as a finding,  
21 adjudication, admission, or acknowledgment of any fact, law, or liability, nor as an  
22 admission of violation of any law, rule, or regulation. Thornton Steel maintains and  
23 reserves all defenses it may have to any alleged violations that may be raised in the  
24 future.

25 37. Force Majeure. No Settling Party shall be considered to be in default in the  
26 performance of any of its respective obligations under this Consent Decree when  
27 performance becomes impossible due to an event of Force Majeure. Force Majeure is any

1 event arising from: war; fire; earthquake; windstorm; flood or natural catastrophe; civil  
2 disturbance; vandalism; pandemic or public health threat; sabotage or terrorism; restraint  
3 by court order or public authority or agency; or action or non-action by, or inability to  
4 obtain the necessary authorizations or approvals from, any governmental agency. A Force  
5 Majeure shall not include normal inclement weather, economic hardship, inability to pay,  
6 or employee negligence. Any Settling Party seeking to rely upon this paragraph to excuse  
7 or postpone performance shall have the burden of establishing that it could not  
8 reasonably have been expected to avoid the Force Majeure event and that despite exercise  
9 of due diligence has been unable to overcome the failure of performance. The Settling  
10 Parties shall exercise due diligence to resolve and remove any Force Majeure event.  
11 Delay in compliance with a specific obligation under this Consent Decree due to Force  
12 Majeure as defined in this paragraph shall not excuse or delay compliance with any or all  
13 other obligations required under this Consent Decree.

14 38. Construction. The language in all parts of this Consent Decree shall be  
15 construed according to its plain and ordinary meaning, except as to those terms defined in  
16 the Storm Water Permit, the Clean Water Act, or specifically herein. The captions and  
17 paragraph headings used in this Consent Decree are for reference only and shall not affect  
18 the construction of this Consent Decree.

19 39. Choice of Law. The laws of the United States shall govern this Consent  
20 Decree.

21 40. Severability. If any provision, paragraph, section, or sentence of this  
22 Consent Decree is held by a court to be unenforceable, the validity of the enforceable  
23 provisions shall not be adversely affected.

24 41. Correspondence. All documents and/or notices required herein or any other  
25 correspondence pertaining to this Consent Decree shall be sent by electronic mail or, if  
26 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or  
27 courier, as follows:



1 If to Coastkeeper:

2 Orange County Coastkeeper

3 Attn: Legal Department

4 Email: [sarah@coastkeeper.org](mailto:sarah@coastkeeper.org)

5 3151 Airway Avenue, Suite F-110

6 Costa Mesa, California 92626

7  
8 If to Thornton Steel:

9 Steven Braseny

10 President

11 Thornton Steel & Iron Works, Inc.

12 1323 S. State College Parkway

13 Anaheim, CA 92806

14 Email: [steveb@tsiwinc.com](mailto:steveb@tsiwinc.com)

15  
16 With a copy to:

17 Alan N. Bick

18 Bick Law LLP

19 520 Newport Center Drive, Suite 750

20 Newport Beach, CA 92660

21 Email: [abick@bicklawllp.com](mailto:abick@bicklawllp.com)

22  
23 Any change of address or addresses shall be communicated in the manner  
24 described above for giving notices. Notifications of communications shall be deemed  
25 submitted immediately after receipt via email or the next business day after having been  
26 deposited with U.S. mail or courier service.

27 42. Effect of Consent Decree. Nothing in this Consent Decree shall be construed



1 to affect or limit in any way Thornton Steel's obligation to comply with all Federal, State,  
2 and local laws and regulations governing any activity required by this Consent Decree.  
3 Compliance with this Consent Decree shall not be deemed to constitute compliance with  
4 the Storm Water Permit, the Clean Water Act, or any other law, rule, or regulation.

5 43. Thornton Steel's Assignment or Sale of Property. Subject only to the express  
6 conditions contained in this Consent Decree, all the rights, duties, and obligations  
7 contained in this Consent Decree shall inure to the benefit of and be binding upon the  
8 Settling Parties, and their successors and assigns. In the event a Thornton Steel transferee  
9 or assign ("Thornton Steel Assignee") will continue industrial operations at the Facility,  
10 Thornton Steel shall notify Coastkeeper ten (10) days in advance of the proposed transfer  
11 or assignment ("the Assignment Notice") and within ten (10) days following the  
12 Assignment Notice, Thornton Steel will provide Coastkeeper with a written assignment  
13 and assumption duly executed by Thornton Steel and the Thornton Steel Assignee  
14 assigning Thornton Steel's obligations under this Consent Decree to the Thornton Steel  
15 Assignee. In the event Thornton Steel transfers, sells, or otherwise disposes of the  
16 Facility and underlying real property, Thornton Steel shall notify Coastkeeper ten (10)  
17 days in advance of the proposed transfer, sale, or disposition (the "Property Transfer  
18 Notice") and within ten (10) days following the Property Transfer Notice, Thornton Steel  
19 will provide Coastkeeper with a written assignment duly executed and acknowledged by  
20 Thornton Steel and the Facility transferee ("Facility Transferee") assigning Thornton  
21 Steel's obligations under this Consent Decree to the Property Transferee.

22 44. Counterparts. This Consent Decree may be executed in any number of  
23 counterparts, all of which together shall constitute one original document. Email of a .pdf  
24 signature, and/or facsimile copies of original signature shall be deemed to be originally  
25 executed counterparts of this Consent Decree.

26 45. Modification of the Consent Decree. This Consent Decree, and any  
27 provisions herein, may not be changed, waived, discharged, extended, or terminated

1 unless by a written instrument, signed by the Settling Parties.

2 46. Full Settlement. This Consent Decree constitutes a full and final settlement  
3 of this matter.

4 47. Negotiated Settlement. The Settling Parties have negotiated this Consent  
5 Decree and agree that it shall not be construed against the party preparing it but shall be  
6 construed as if the Settling Parties jointly prepared this Consent Decree, and any  
7 uncertainty and/or ambiguity shall not be interpreted against any one party.

8 48. Integration Clause. This is an integrated Consent Decree. This Consent  
9 Decree is intended to be a full and complete statement of the terms of the agreement  
10 between the Settling Parties and expressly supersedes any and all prior oral or written  
11 agreements covenants, representations, and warranties (express or implied) concerning  
12 the subject matter of this Consent Decree.

13 49. Authority. The undersigned representatives for each Settling Party each  
14 certify s/he is fully authorized by the Settling Party whom s/he represents to enter into the  
15 terms and conditions of this Consent Decree. The Settling Parties certify that their  
16 undersigned representatives are fully authorized to enter into this Consent Decree, to  
17 execute it on behalf of the Settling Parties, and to legally bind the Settling Parties to its  
18 terms.

19 50. Validity. The Settling Parties agree to be bound by this Consent Decree and  
20 not to contest its validity in any subsequent proceeding to implement or enforce its terms.

21  
22 [Remainder of this page intentionally left blank]  
23  
24  
25  
26  
27

**IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree as of the date first set forth below.

APPROVED AS TO CONTENT

Dated: April 1, 2025

By: Garry Brown  
Garry Brown  
Founder & President  
Orange County Coastkeeper

Dated: April 10, 2025

By: \_\_\_\_\_  
Steven Braseny  
President  
Thornton Steel & Iron Works, Inc.

APPROVED AS TO FORM

ORANGE COUNTY COASTKEEPER

Dated: April 1, 2025

By: Sarah Spinuzzi  
Sarah Spinuzzi  
Legal Director  
Orange County Coastkeeper


Dated: April 10, 2025

By: Alan N. Bick  
 Alan N. Bick  
 Bick Law LLP  
 Attorney for Thornton Steel & Iron Works,  
 Inc.

1 **IT IS SO ORDERED.**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

2  
3 Dated: June 16, 2025

By:   
4 HONORABLE WESLEY L. HSU  
UNITED STATES DISTRICT JUDGE